

If a vested Participant dies before his benefits under this Plan (his Account Balance, his Grandfathered Benefit under Section 6.13, his Minimum Benefit described in Section 6.14, or his General Signal transition benefit under Appendix B-31(p)), is paid or has commenced to be paid to him, the Participant's Spouse or Beneficiary, as shall be applicable, shall receive a benefit as described below:

(a) PRSA. If the Participant was married at the time of death, the Participant's Spouse shall be paid –

- (i) a single life annuity for the Spouse's life which is the larger of –
  - (A) the Actuarial Equivalent of 100% of the Participant's Account Balance; or
  - (B) the survivor annuity which would have been payable if the Participant had terminated employment on the day before his death and commenced to receive the Joint and 50% Survivor Annuity normal form of payment, commencing immediately if the Participant was age 55 or older at the time of his death, and commencing on the first day of the month following the date the Participant would have attained age 55, if the Participant had not attained age 55 when he died, such annuity calculated pursuant to Section 6.14 (the Minimum Benefit) or Section 6.13 (the Grandfathered Benefit), whichever produces the largest annuity; or
  - (C) the Actuarial Equivalent of 100% of the lump sum amount determined in Section 6.9(a)(iii); or
- (ii) the lump sum Actuarial Equivalent of the Participant's benefit as described in (i)(B) above; or
- (iii) the lump sum Actuarial Equivalent of the Participant's transition benefit, if eligible at death, determined as if the Participant had terminated employment on the day before his death.

(Such benefit is referred to in this Plan as the Pre-Retirement Survivor Annuity or PRSA even if paid in a lump sum under (ii) or (iii) above).

The PRSA shall be paid to the Participant's Spouse –

- (1) as of the first day of the month following the Participant's date of death for an annuity under (i)(A) above;
- (2) as soon as administratively feasible after the Participant's date of death for the lump sum under (i)(C), (ii) or (iii) above; or

- (3) as of the first day of the month following the later of the Participant's date of death or the date the Participant would have attained age 55, for the annuity in (i)(B) above,

unless the Spouse elects to defer the receipt of the PRSA, in which case the PRSA must start no later than the Required Beginning Date, and Interest Credits shall continue to be credited to the value of the Participant's Account Balance until the surviving Spouse receives the PRSA.

The Spouse may elect after the Participant's death to receive the annuity under (i) above or the lump sum under (ii) or (iii) above.

If the Spouse dies after the Participant but before the Annuity Starting Date, 100% of the Account Balance shall be paid in a lump sum to the legal representative of such deceased Spouse; or if there shall be no such legal representative duly appointed and qualified within six months of the date of death of such deceased Spouse, then to such persons as, at the date of the Spouse's death, would be entitled to share in the distribution of such deceased Spouse's personal estate under the provisions of the statute governing the descent of intestate property then in force and effect in the state of residence.

All protected benefits, as required by Section 411(d)(6) of the Code and regulations thereunder, shall continue to be available to each Participant, as applicable.

(b) Payment to Beneficiary. If a vested Participant dies before his Account Balance becomes payable (or before his monthly benefit under Section 6.13, 6.14 or Appendix B-31(p)) is paid, or commences to be paid), and (1) the Participant was not married at the date of death or (2) the Participant is married but the Spouse has consented to the Beneficiary designation under paragraph (c) below, the Participant's Account Balance shall be paid to the Participant's designated Beneficiary in the form of a single sum on the first day of the month following the date of the Participant's death (effective as of July 1, 2001, after "under paragraph (c) below" shall be replaced with "the Participant's Beneficiary shall be paid on the first day of the month following the date of the Participant's death:

- (i) a single life annuity for the Beneficiary's life which is the larger of:
- (A) the Actuarial Equivalence of 100% of the Participant's Account Balance;
  - (B) the survivor annuity which would have been payable if the Participant had terminated employment on the day before his death and commenced to receive the Joint & 50% Survivor Annuity normal form of payment, commencing immediately if the Participant was age 55 or older at the time of his death, and commencing on the first day of the month following the date the Participant would have attained age 55, if the Participant had not attained age 55 when he died, such annuity calculated pursuant to Section

Amended  
100955  
10007-4

- 6.14 (the Minimum Benefit) or Section 6.13 (the Grandfathered Benefit), whichever produces the larger annuity; or
- (C) the Actuarial Equivalence of 100% of the lump sum amount determined in (iii) below; or
- (ii) the lump sum Actuarial Equivalent of the Participant's benefit as described in (i)(B) above; or
- (iii) the lump sum Actuarial Equivalent of the Participant's transition benefit, if eligible at death, determined as if the Participant had terminated employment on the date before his death."

In the case of a married Participant, such payment shall be in lieu of the PRSA. The Beneficiary may elect to defer receipt of the Account Balance until as late as December 31 of the calendar year in which occurs the fifth anniversary of the Participant's date of death, in which case Interest Credits shall continue to be credited to the Account Balance until the Beneficiary elects to receive payment of the Account Balance. If the Beneficiary dies after the Participant but before the payment of the Account Balance, 100% of the Account Balance shall be paid in a lump sum to the legal representative of such deceased Beneficiary, or if there shall be no such legal representative duly appointed and qualified within six months of the date of death of such Beneficiary, then to such persons as, at the date of the Beneficiary's death, would be entitled to share in the distribution of such deceased Beneficiary's personal estate under the provisions of the statute governing the descent of intestate property then in force and effect in the state of residence.

(c) Waiver of PRSA. A married Participant may elect at any time during the Election Period (as defined in paragraph (d) below) to waive the PRSA and to designate a non-Spouse Beneficiary. Such a Participant may also revoke any such election at any time during the Election Period. An election by a Participant to waive the PRSA shall not take effect unless the Participant's Spouse consents in writing to such election, such consent acknowledges the effect of such an election and the consent is witnessed by a representative of the Plan or a notary public, unless the Participant establishes to the satisfaction of the Employer that such consent may not be obtained because there is no Spouse, the Spouse cannot be located or because of such other circumstances as the Secretary of the Treasury may by regulations prescribe. The consent by a Spouse shall be irrevocable and shall be effective only with respect to that Spouse.

(d) Election Period. For purposes of this Section, the term "Election Period" means the period that begins on the first day of the Plan Year in which the Participant attains age thirty-five and ends on the date of the Participant's death. In the case of a Participant whose employment with an Employer terminates, the applicable Election Period with respect to benefits accrued before the date of such termination from employment shall not begin later than the date of termination.

(e) The term "Annuity Starting Date" means the first day of the first period for which an amount is paid as an annuity or any other form under the Plan.

(f) Effective as of July 1, 2001, there shall be no charge or reduction of any benefit on account of a Participant's PRSA coverage. This provision shall generally apply to all provisions of the Plan, including but not limited to this Section 6.9 and Appendix B.

6.10 Survivor Annuity Transitional Rules.

(a) Any living Participant not receiving benefits on August 23, 1984, who would otherwise not receive the benefits prescribed by Sections 6.7 and 6.9, must be given the opportunity to elect to have Sections 6.7 and 6.9 apply if such Participant is credited with at least one Hour of Service under this Plan or a predecessor plan in a Plan Year beginning on or after January 1, 1976, and such Participant had at least 10 years of vesting service when he or she separated from service.

(b) Any living Participant not receiving benefits on August 23, 1984, who was credited with at least one Hour of Service under this Plan or a predecessor plan on or after September 2, 1974, and who is not otherwise credited with any service in a Plan Year beginning on or after January 1, 1976, must be given the opportunity to have his or her benefits paid in accordance with Section 6.10(d).

(c) The respective opportunities to elect (as described in Sections 6.10(a) and (b) above) must be afforded to the appropriate Participants during the period commencing on August 23, 1984, and ending on the date benefits would otherwise commence to said Participants.

(d) Any Participant who has elected pursuant to Section 6.10(b) above, and any Participant who does not elect under Section 6.10(a) or who meets the requirements of Section 6.10(a) except that such Participant does not have at least 10 years of service when he or she separates from service, shall have his or her benefits distributed in accordance with all of the following requirements if benefits would have been payable in the form of a life annuity:

- (1) Automatic joint and survivor annuity - if benefits in the form of a life annuity become payable to a married Participant who:
  - (i) begins to receive payments under the Plan on or after normal retirement age; or
  - (ii) dies on or after normal retirement age while still working for the Company; or
  - (iii) begins to receive payments on or after the qualified early retirement age; or
  - (iv) separates from service on or after attaining normal retirement age (or the qualified early retirement age) and after satisfying the eligibility requirements for the payment of benefits under the Plan and thereafter dies before beginning to receive such benefits;

then such benefits will be received under this Plan in the form of a qualified joint and survivor annuity, unless the Participant has elected otherwise during the election period. The election period must begin at least 6 months before the Participant attains qualified early retirement age and end not more than 90 days before the commencement of benefits. Any election hereunder will be in writing and may be changed by the Participant at any time.

(2) For purposes of Section 6.10(d):

(i) Qualified early retirement age is the latest of:

- (A) the earliest date, under the Plan, on which the Participant may elect to receive retirement benefits,
- (B) the first day of the 120th month beginning before the Participant reaches normal retirement age, or
- (C) the date on which the Participant begins participation.

(ii) Qualified joint and survivor annuity is an annuity for the life of the Participant with a survivor annuity for the life of the spouse as described in this Section 6.10(d).

#### 6.11 Distribution Rules

(a) Minimum Amounts to be Distributed. If the Participant's entire interest is to be distributed in other than a lump sum, then the amount to be distributed each year must be at least an amount equal to the quotient obtained by dividing the Participant's entire interest by the life expectancy of the Participant or joint and last survivor expectancy of the Participant and designated beneficiary. Life expectancy and joint and last survivor expectancy are computed by the use of the return multiples contained in Treasury Regulation Section 1.72-9. For purposes of this computation, a Participant's life expectancy may be recalculated no more frequently than annually, however, the life expectancy of a non-spouse beneficiary may not be recalculated. If the Participant's spouse is not the designated beneficiary, the method of distribution selected must assure that at least 50% of the present value of the amount available for distribution is paid within the life expectancy of the Participant.

(b) Required Beginning Date. The entire interest of a Participant must be distributed or begin to be distributed no later than the Participant's Required Beginning Date.

(1) Attainment of Age 70½. The Required Beginning Date of a Participant who attains age 70½ shall be determined in accordance with (A) or (B) below, as applicable:

(A) Non-5% Owners. The Required Beginning Date of a Participant who is not a "5% Owner" as defined in (B) below) is the first day of April following the calendar year in which the later of the



Participant's retirement or attainment of age 70½ occurs. If a Participant retires in a calendar year after the calendar year in which he attains age 70½, such Participant's retirement benefit shall be actuarially increased to take into account the period after his attainment of age 70½ in which he was not receiving any benefits under the Plan.

- (B) 5% Owners. Except as provided in Section 409(d) of the Code, the Required Beginning Date of a Participant who is a 5% Owner (as defined in Section 416 of the Code, is the first day of April following the calendar year in which the Participant attains age 70½,

(2) Deferral of Future Benefit Payments. Any Participant who—

- (A) prior to January 1, 1991, commenced to receive a distribution of his retirement benefit on the first of April following his attaining age 70½;
- (B) is not a 5% Owner (as described in (1)(B) above); and
- (C) did not terminate employment with the Company prior to January 1, 1997

may elect to defer future distribution of his retirement benefit until the Required Beginning Date specified in (1) above.

(d) Death Distribution Provisions. Upon the death of the Participant, the following distribution provisions shall take effect:

- (1) If the Participant dies after distribution of his interest has commenced, the remaining portion of such interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death.
- (2) If the Participant dies before distribution of his interest commences, the Participant's entire interest will be distributed by no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death except to the extent that an election is made to receive distributions in accordance with (i) or (ii) below:
  - (i) if any portion of the Participant's interest is payable to a designated beneficiary, distributions may be made in substantially equal installments over the life or life expectancy of the designated beneficiary commencing on or before the December 31 of the calendar year immediately following the calendar year in which the Participant died;
  - (ii) if the designated beneficiary is the Participant's surviving spouse, the date distributions are required to begin in accordance with (i)

above shall not be earlier than (1) December 31 of the calendar year immediately following the calendar year in which the Participant died and (2) December 31 of the calendar year in which the Participant would have attained age 70½, and, if the spouse dies before payments begin, subsequent distributions shall be made as if the spouse had been the Participant.

- (3) For purposes of (2) above, payments will be calculated by use of the return multiples specified in Treasury Regulation Section 1.72-9. Life expectancy of a surviving spouse may be recalculated annually, however, in the case of any other designated beneficiary, such life expectancy will be calculated at the time payment first commences without further recalculation.
- (4) For purposes of (1), (2) and (3) above, any amount paid to a child of the Participant will be treated as if it had been paid to the surviving spouse if the amount becomes payable to the surviving spouse when the child reaches the age of majority.

(e) To the extent required, all distributions shall be determined and made in accordance with the proposed Treasury regulations under Code Section 401(a)(9), including the minimum distribution incidental benefit requirement of Proposed Treasury Regulation Section 1.401(a)(9)-2.

6.12 Commencement of Benefits. Unless the Participant elects otherwise, the payment of benefits under the Plan to a Participant shall begin not later than the 60th day after the close of the Plan Year in which the latest of the following occurs:

- (1) The date on which the Participant attains age sixty-five (65);
- (2) The tenth (10th) anniversary of the year in which the Participant commenced participation in the Plan, or
- (3) The date on which the Participant terminates his service with an Employer.

Notwithstanding the foregoing, the failure of a Participant and Spouse to consent to a distribution while a benefit is immediately distributable shall be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this Section. A benefit is immediately distributable if any part of it could be distributable to the Participant or Surviving Spouse before the Participant attains (or would have attained if not deceased) age 65.

6.13 Alternative Normal and Early Retirement Benefits, and Deferred Vested Benefits Payable to Grandfathered Group. In lieu of electing payment of his Account Balance in the amount and manner described at Section 6.7, 6.8 and 6.9, a Participant in the Grandfathered Group (a "Grandfathered Participant") may elect to be paid his Grandfathered Benefit as described in this Section 6.13.

- (a) Normal Retirement Benefit.

- (i) The Grandfathered Benefit for a Grandfathered Participant who attains his Normal Retirement Date on or after July 1, 1997 shall be a monthly benefit payable over such Participant's life only calculated as the sum of (A), (B), and (C) below, but not less than \$13.00 times Credited Service:
  - (A) 1% of Pay up to Covered Compensation multiplied by Credited Service (not to exceed 30 years);
  - (B) 1.5% of Pay in excess of Covered Compensation multiplied by Credited Service (not to exceed 30 years); and
  - (C) 0.75% of Pay multiplied by Credited Service in excess of 30 years but not in excess of 40 years.
- (ii) Minimum Benefit for Section 401(a)(17) Employees. Notwithstanding (i) above, on and after January 1, 1994, the monthly amount of the basic Normal Retirement Benefit payable to a Grandfathered Participant who is otherwise eligible therefor pursuant to (a)(i) above and whose Compensation (and thus, his Pay) is limited by Code Section 401(a)(17) shall be the greater of:
  - (A) the benefit calculated under (a)(i) above applying the limitations of Code Section 401(a)(17) in effect for the Plan Year of calculation to Pay for all years; or
  - (B) the sum of (I) the Grandfathered Participant's benefit accrued under this Plan to December 31, 1993 taking into account the Code Section 401(a)(17) limit as in effect on such date for all years through that date, and (II) the benefit calculated under (a)(i) above based on Credited Service and Pay after December 31, 1993 (the "fresh start date") as if the Grandfathered Participant first became a Participant on January 1, 1994 applying the Limitation of Code Section 401(a)(17) in effect for the Plan Year of calculation to Pay for all years.

This subparagraph (a)(ii) is intended to provide for the formula with extended wear-away described in Treasury Regulation Section 1.401(a)(4)-13(c)(4)(iii), and shall be interpreted consistently with that intent.

(b) Early Retirement Benefit. The Grandfathered Early Retirement Benefit for a Grandfathered Participant who attains his Early Retirement Date on or after July 1, 1997 shall be a monthly benefit payable over his life only calculated in the same manner as a Normal Retirement Benefit under 6.13(a) based on his Pay and Credited Service as of his Early Retirement Date, which Normal Retirement Benefit shall be--



- (i) unreduced if such Grandfathered Participant's Early Retirement Date is within three (3) years of his Social Security Unreduced Retirement Age or
- (ii) reduced by 5/10 of 1% for each complete calendar month by which commencement of his Early Retirement Benefit precedes the date which is three (3) years prior to his Social Security Unreduced Retirement Age.

Such benefit shall commence on a date selected by such Grandfathered Participant which is not earlier than his Early Retirement Date nor later than his Social Security Unreduced Retirement Age.

(c) Vested Benefit. The Grandfathered Vested Benefit for a Grandfathered Participant who attains his Vested Termination Date on or after July 1, 1997 shall be a monthly benefit payable over his life only commencing on his Vested Termination Date calculated in the same manner as a Normal Retirement Benefit under 6.1(a) based on Pay and Credited Service at the time of his Break in Service, reduced by 5/10 of 1% for each complete calendar month, if any, by which commencement of his Deferred Vested Benefit precedes the first day of the calendar month coincident with or next following his Social Security Unreduced Retirement Age.

(d) Grandfathered Benefits for Employees of the Automotive Diagnostics Division or Owatonna Group. Notwithstanding paragraphs (a), (b), and (c) above, the Grandfathered Benefits for a Grandfathered Participant who, on June 30, 1997, was covered by a separate benefit structure described in Appendices B-16 (Automotive Diagnostics Division employees other than former Allen Testproducts Business employees), B-17 (former Allen Testproducts Business employees of the Automotive Diagnostics Division), or B-19 (Owatonna Group employees), shall be those benefits (including the benefit formula, early retirement benefits, vested retirement benefits, and dates for commencement of benefits) described in Appendices B-16, B-17, or B-19, respectively, based on Pay and Credited Service to the date of termination of employment.

(e) A Grandfathered Participant who incurs a Break in Service and is rehired by the Employer shall not be eligible to accrue Grandfathered Benefits during his period of re-employment; Grandfathered Benefit accruals end on the date a Grandfathered Participant first terminates employment on or after July 1, 1997.

(f) Form of Payment. Grandfathered Benefits are payable in the automatic joint and 50% survivor annuity for a married Grandfather Participant or the life annuity for an unmarried Grandfathered Participant, or any of the optional forms of payment in Section 6.8 except Option 7 (lump sum distribution). Effective January 1, 2002, Option 7 shall be an available option form of payment. See Sections 15(a) and 15(b) regarding involuntary and voluntary cash-outs.

#### 6.14 Minimum Benefits.

(a) For Participants Covered by the Plan on June 30, 1978. In no event will the Retirement Benefit, payable at age 65, to which a Participant who was covered by the Plan on June 30, 1978 becomes entitled, be less than the Retirement Benefit, payable at age 65, to which he would have been entitled under the Plan as in effect on June 30, 1978, if he had terminated his employment with the Company and Subsidiaries on June 30, 1978. Any Retirement Benefit payable hereunder shall be reduced by 5/10 of 1% for each complete calendar month, if any, by which the first minimum Retirement Benefit payment precedes the first day of the calendar month coincident with or next succeeding his sixty-second (62nd) birthday.

(b) Minimum Benefit for Retirements on or after January 1, 1981. In no event will the Retirement Benefit, payable at age 65, to which a Participant who retires on or after January 1, 1981, becomes entitled, be less than an amount equal to \$13.00 multiplied by his years of Credited Service. Any Retirement Benefit payable hereunder shall be reduced by 5/10 of 1% for each complete calendar month, if any, by which the first minimum Retirement Benefit payment precedes the first day of the calendar month coincident with or next succeeding his sixty-second (62nd) birthday.

(c) December 31, 1988 Minimum Benefit. In no event shall the monthly Normal Retirement Benefit for Participants who were Participants in SPX Corporation Plans 003, 212, 215, or 006 on December 31, 1988 be less than the amount listed in the records of those plans as of December 31, 1988.

(d) June 30, 1997 Minimum Benefit. In no event shall the monthly Normal Retirement Benefit for Participants who were Participants in this Plan on June 30, 1997 be less than their June 30, 1997 Accrued Benefit. In addition, such a Participant shall be entitled to receive the monthly Normal Retirement Benefit accrued under this Plan as of June 30, 1997--

(i) on his Early Retirement Date, reduced by 5/10 of 1% for each complete calendar month by which commencement of his Early Retirement Benefit precedes the date which is three (3) years prior to his Social Security Unreduced Retirement Age, and unreduced if such commencement is within three (3) years of his Social Security Unreduced Retirement Age, provided, however, that a Participant subject to Appendix B-16 or Appendix B-17 shall receive or a benefit under Appendix B-16(c) or Appendix B-17(e), or this Section 6.14(d), whichever is greater; or

(ii) on his Vested Termination Date, reduced by 5/10 of 1% for each complete calendar month by which commencement of his Deferred Vested Benefit precedes his Social Security Unreduced Retirement Age, provided, however, that a Participant subject to Appendix B-19 shall receive a benefit under Appendix B-19(i)(i) or this Section 6.14(d), whichever is greater,

if and as applicable.

(e) Form of Payment. The Minimum Benefits of this Section 6.14 are payable in the automatic joint and 50% survivor annuity for a married Participant or the life annuity for an unmarried Participant, or any of the optional forms of payment in Section 6.8 except Option 7 (lump sum distribution). Effective January 1, 2002, Option 7 shall be an available option form of payment. See Sections 15(a) and 15(b) regarding involuntary and voluntary cash-outs.

#### 6.15 [RESERVED]

6.16 Deductions for Worker's Compensation Benefits. A Participant's benefit shall be offset by a Worker's Compensation settlement, unless such settlement specifically provides that such Participant's benefit will not be affected by such Worker's Compensation benefit. In the event the Worker's Compensation settlement is silent with respect to the Participant's benefit under the Plan, such benefit shall be offset under the following rules.

(a) In determining the monthly Retirement or Vested Benefits payable to any retired or terminated Participant, a deduction shall be made unless prohibited by law, equivalent to all or any part of any of the Worker's Compensation benefits payable to such retired or terminated Participant by reason of any law of the United States, the State in which the Participant is working, or any political subdivision of either, which has been or shall be enacted, provided that such deductions shall be to the extent that such Worker's Compensation benefits have been provided by premiums, taxes or other payments paid by or at the expense of the Employer; provided, however, payments specifically allocated for hospitalization or medical expense, fixed statutory payments for the loss of or 100% loss of use of any bodily member, payments for loss of industrial vision, or redemption awards payable prior to the date monthly Retirement or Vested Benefits first become payable shall not be deducted.

(b) If the benefits deductible under paragraph (a) above are stated as a specified amount per week for a designated calendar period, then the monthly amount shall, for purposes of this Section 5.11, be 4-1/3 times such weekly amount. For any calendar month during which the amount of benefits deductible under paragraph (a) above when thus computed on a monthly basis exceeds the amount of the monthly Retirement or Vested Benefit otherwise payable for that month, no monthly Retirement or Vested Benefit shall be payable. For any calendar month in which the amount of benefits deductible under paragraph (a) above when computed on a monthly basis is less than the monthly Retirement or Vested Benefit payable for that month, such lesser amount shall be deducted from the monthly Retirement or Vested Benefit payable for that month.

(c) Lump sum awards providing for payment in advance of such deductible Worker's Compensation benefits which are definitely allocable to specific weeks in a calendar period will be deducted on the same basis as if the award had been payable on a weekly basis.

(d) If such deductible Worker's Compensation benefits are not allocable to any specific calendar period, including redemption awards payable subsequent to the date monthly retirement benefits first become payable, then an equivalent monthly amount of such award shall be computed, for purposes of this Section 5.11, as 4-1/3 times the amount of weekly Worker's Compensation benefit provided for the retired Participant and his dependents. The total Worker's

Compensation award shall be divided by such computed equivalent monthly amount to determine the number of months and fractions of months during which monthly Retirement Benefits shall not be payable.

6.17 Deductions For Foreign Governmental Retirement Benefits. If any Participant is also entitled to receive any old-age or retirement benefits payable to him and/or his spouse from any old-age or retirement program (similar to the United States Social Security Act) of any country other than the United States for any period of employment for which he is covered by the United States Social Security Act as described in subsection 2.1(ee) hereof, then the amount of such foreign old-age or retirement benefit shall be deducted from the monthly Retirement or Vested Benefits otherwise payable to him hereunder, and on an equitable basis as determined by the Actuary for the Plan if such Participant's Plan benefits begin prior to the age such foreign benefits can begin.

6.18 [RESERVED]

6.19 Defined Benefit Plan Limitations on Benefits

(a) General Limitation. The Annual Benefit payable to a Participant in any Limitation Year from all defined benefit plans maintained by an Employer may not exceed the lesser of:

- (i) \$90,000 multiplied by the Adjustment Factor, or
- (ii) 100% of the Participant's average Compensation for the three (3) consecutive Plan Years that produces the highest average.

Effective for Limitation Years after December 31, 2001, the Annual Benefit payable to a Participant in any Limitation Year from all defined benefit plans maintained by an Employer may not exceed the lesser of:

- (i) \$160,000 or such other amount as adjusted under Section 415(d) of the Code;
- (ii) 100% of a Participant's average Compensation for the three (3) consecutive Plan Years that produce the highest average.

(b) Adjustment to Defined Benefit Dollar Limitation for Early Retirement. If the Retirement Benefit of a Participant commences before the Participant's Social Security Retirement Age, but on or after age 62, the dollar limitation of paragraph (a)(i) shall be reduced by:

- (i) Social Security Retirement Age 65. 5/9 of 1% for each month by which benefits commence prior to the month in which the Participant attains age 65, or
- (ii) Social Security Retirement Age 66 or Over. 5/9 of 1% for each of the first 36 months and 5/12 of 1% for each of the additional months (up to 24 such

months) by which benefits commence prior to the month in which the Participant attains the Social Security Retirement Age.

If the Annual Benefit begins before the Participant attains age 62, the dollar limitation of paragraph (a)(i) shall be adjusted so that it is the actuarial equivalent of the dollar limitation at age 65 multiplied by the Adjustment Factor as provided by the Secretary of the Treasury. Actuarial equivalence shall be based on an interest rate assumption of 5% per year and the mortality table specified in Code Section 415(b)(2)(E).

(c) Adjustment for Deferred Retirement. If the Retirement Benefit of a Participant commences after the Participant's Social Security Retirement Age, the dollar limitation of paragraph (a)(i) shall be adjusted so that it is the actuarial equivalent of an Annual Benefit of \$90,000 (\$160,000 for Limitation Years beginning after December 31, 2001) beginning at the Social Security Retirement Age, multiplied by the Adjustment Factor as provided by the Secretary of the Treasury. Actuarial equivalence shall be based on an interest rate assumption of 5% per year and the mortality table specified in Code Section 415(b)(2)(E).

(d) Adjustment of Limitation for Years of Service or Participation.

- (i) If a Participant has completed less than ten years of participation, the Participant's Annual Benefit shall not exceed the limitation of paragraph (a) as adjusted by multiplying such amount by a fraction, the numerator of which is the Participant's number of years (or part thereof) of participation in the Plan, and the denominator of which is ten.
- (ii) Other Defined Benefit Limitations. If a Participant has completed less than ten years of service with the Affiliated Employers, the limitations described in Sections 415(b) (1) (B) and 415(b)(4) of the Code shall be adjusted by multiplying such amounts by a fraction, the numerator of which is the Participant's number of years of service (or part thereof), and the denominator of which is ten.
- (iii) Limitations on Reductions. In no event shall subparagraphs (d)(i) and (d)(ii) reduce the limitations provided under Sections 415(b)(1) and (4) of the Code to an amount less than one-tenth of the applicable limitation (as determined without regard to this paragraph (d)).
- (iv) Application to Change in Benefit Structure. To the extent provided by the Secretary of the Treasury in IRS Notice 89-43, or as same may be subsequently amended or modified) this paragraph (d) shall be applied separately with respect to each change in the benefit structure of the Plan.

(e) Protection of Current Accrued Benefit. If the Current Accrued Benefit of an individual who is a Participant as of the first day of the Limitation Year beginning on or after January 1, 1987 exceeds the benefit limitations under Section 415(b) of the Code (as modified by (d), the limitations of paragraph (a) with respect to such individual shall be equal to such Current Accrued Benefit.



(f) Definitions. For the purposes of this Section 6.19 only, the following definitions shall apply:

- (i) "Adjustment Factor" shall mean the cost of living adjustment factor prescribed by the Secretary of the Treasury under Section 415(d) of the Code for years beginning after December 31, 1987, applied to such items and in such manner as the Secretary shall prescribe.
- (ii) "Affiliated Company" shall mean an Employer and any corporation which is a member of a controlled group of corporations (as defined in Section 414(b) of the Code which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Section 414(c) of the Code) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Section 414(m) of the Code) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to regulations under Section 414(o) of the Code.
- (iii) "Annual Benefit" shall mean a benefit payable annually in the form of a straight life annuity. Except as provided below, benefits payable in any other form shall be adjusted to the actuarial equivalent of a straight life annuity pursuant to Section 415(b)(2)(E) of the Code. For purposes of such adjustment, the annual benefit shall not include any benefits attributable to assets transferred from a qualified plan that was not maintained by the plan sponsor. No actuarial adjustment to the benefit shall be required for:
  - (a) the value of a Qualified Joint and Survivor Annuity (as defined in Section 5.7(c)(4)),
  - (b) the value of benefits that are not directly related to retirement benefits (such as the qualified disability benefit, pre-retirement death benefits, and post-retirement medical benefits), and
  - (c) the value of post-retirement cost-of-living increases made in accordance with Code Section 415(d) and Treasury Regulation Section 1.415-3(c)(2)(iii).
- (iv) "Compensation" shall be as defined in Treasury Regulation Section 1.415-2(d). For purposes of applying the limitations of this Section 6.19 for Limitation Years beginning after December 31, 1997, compensation paid or made available during such Limitation Period shall include any elective deferral (as defined in Section 403(g)(3) of the Code), and any amount which is contributed or deferred by the Employer at the Participant's election and which is not includable in the Participant's gross income by reason of Section 125 or 457 of the Code.
- (v) "Current Accrued Benefit" shall mean a Participant's accrued benefit under the Plan, determined as if the Participant had separated from service as of the close of the last Limitation Year beginning before January 1, 1987,

when expressed as an Annual Benefit within the meaning of Section 415(b)(2) of the Code. In determining the amount of a Participant's Current Accrued Benefit, the following shall be disregarded:

- (a) any change in the terms and conditions of the Plan after May 5, 1986; and
- (b) any cost of living adjustment occurring after May 5, 1986;
- (vi) "Limitation Year" shall mean the calendar year.
- (vii) "Social Security Retirement Age" shall mean the age used as the retirement age for the Participant under Section 216(1) of the Social Security Act, except that such section shall be applied without regard to the age increase factor, and as if the early retirement age under Section 216(1)(2) of such Act were 62.

(g) Effective of Limitation Years beginning after December 31, 2001, the above subsections (b) through (f) (except where such terms defined in (f) are still used) shall be deleted and replaced with the following:

The Annual Benefit payable to a Participant is the Defined Benefit Dollar Limitation as provided in subsection (a) or if applicable as follows:

- (i) If a Participant has complete less than ten years of participation, the Participant's Annual Benefit shall not exceed the limitation of paragraph (a) multiplied by a fraction the numerator of which is the number of years (or part thereof) of participation in the Plan and the denominator of which is ten (10).
- (ii) If Annual Benefit of a Participant begins prior to age 62, the Defined Benefit Dollar Limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the Defined Benefit Dollar Limitation applicable to the Participant at age 62 (adjusted under (i) above, if required). The Defined Benefit Dollar Limitation applicable at an age prior to age 62 is determined as the less of (1) the actuarial equivalent (at such age) of the Defined Benefit Dollar Limitation computed using the interest rate and mortality table specified in Section 415(b)(2)(E) of the Code and (2) the actuarial equivalent (at such age) of the Defined Benefit Dollar Limitation computed using a 5% interest rate and the applicable mortality table defined in Section 415(b)(2)(E) of the Code. Any decrease in the Defined Benefit Dollar Limitation determined in accordance with this subsection (b) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.
- (iii) If the benefit of a Participant begins after the Participant attains age 65, the Defined Benefit Dollar Limitation applicable to the Participant at the later

age is the Annual Benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the Defined Benefit Dollar Limitation applicable to the Participant at age 65 (adjusted under (i) above, if required). The actuarial equivalent of the Defined Benefit Dollar Limitation applicable at an age after age 65 is determined as (1) the lesser of the actuarial equivalent (at such age) of the Defined Benefit Limitation computed using the interest rate and mortality table specified in Section 415(b)(2)(E) of the Code and (2) the actuarial equivalent (at such age) of the Defined Benefit Dollar Limitation computed using a 5% interest rate and mortality table specified in Section 415(b)(2)(E) of the Code. For these purposes, mortality between age 65 and the age at which benefits will commence shall be ignored.

- (iv) Notwithstanding the above, for Limitation Years beginning before January 1, 2002, the maximum permissible benefit will not exceed the Defined Benefit Dollar Limitation. In the case of a Participant who has less than ten (10) years of service with the Employer, the Defined Benefit Dollar Limitation shall be multiplied by a fraction the numerator of which is the number of years (or part thereof) of service with the Employer and the denominator of which is ten (10).

(h) Notice To Employees. The Company will advise affected Employees of any adjustments to their benefits required by the limitations under this Section.

**SECTION 7**  
**INCOMPETENCY**

7.1 Incompetency. In the event a guardian of the estate of any Participant or spouse shall be appointed by a court of competent jurisdiction, payments may be made to such guardian (but in the name of the Participant or spouse) provided that proper proof of appointment and continuing qualification is furnished. Any such payment shall be a payment for the account of the Participant or spouse and shall be a complete discharge of any liability of the Plan therefor.

<p style="text-align: center;"><b>SECTION 8</b> <b>FINANCING</b></p>
--------------------------------------------------------------------------

8.1 Financing. A Trust Agreement or insurance contract, or both, shall be entered into between the Company and a Trustee or insurance company, or both, under which a retirement fund consisting of any Trust Fund or insurance contract shall be established to receive and hold all contributions paid, or caused to be paid by the Employer, along with interest and other income. All benefits provided under the Plan shall be paid from the retirement fund.

8.2 Contributions. The Company shall make such contributions to an insurance company or any Trustee as shall be required under accepted actuarial principles to maintain the Plan as a qualified employee pension plan meeting the minimum funding standard requirements of the Internal Revenue Code, as amended. Notwithstanding any other provision of this Section 8.2, SPX Corporation shall make all contributions required under accepted actuarial principles to provide the benefits under the Plan for Participants who are Employees of any Foreign Subsidiary.

(Forfeitures arising under the Plan for any reason shall be used as soon as possible to reduce the Employer's contributions under the Plan.)

8.3 Non-Reversion. No Employer participating in the Plan shall have any right, title or interest in the contributions made by it under the Plan and no part of the retirement fund shall revert to it, or be used for its benefit, except that:

(a) In the event that the Internal Revenue Service of the Treasury Department of the United States initially determines that the Plan does not constitute a qualified employee pension plan meeting the requirements of Section 401(a) of the Code, as amended, with respect to any participating Employer's initial participation in the Plan, then the Plan shall be null and void from the effective date with respect to that Employer, and any funds in the retirement fund attributable to its contributions at the time of such unfavorable determination shall be returned to the Company, within one year after the denial of qualification, unless the Plan is amended and a favorable determination obtained with respect to that Employer;

(b) Upon termination of the Plan after such a favorable determination has been obtained, any funds attributable to its contributions remaining in the retirement fund because of an erroneous actuarial computation after the complete satisfaction of all fixed and contingent liabilities under the Plan upon termination of the Plan and the allocation and distribution of the retirement fund provided thereupon may revert to the Company;

(c) If a contribution is made to the retirement fund by the Company by a mistake of fact, then such contribution may be returned to the Company within one year after the payment of the contribution;

(d) All Company contributions to the Plan are expressly conditioned on their deductibility under Section 404 of the Code. If a deduction for a Company contribution is



disallowed under Section 404 of the Code, or any successors provisions thereto, the contribution shall be returned to the Company (to the extent disallowed) within one (1) year after such disallowance.

<p style="text-align: center;"><b>SECTION 9</b> <b>CHANGING VESTING SCHEDULE</b></p>
------------------------------------------------------------------------------------------

9.1 Vesting. No Participant shall have any vested right under the Plan except such rights, if any, as many accrue to him as provided herein.

**SECTION 10  
RESERVED**

**10.1 [RESERVED]**